

EXHIBIT A

AGREEMENT TO ARBITRATION OF DISPUTES

While the Company hopes that employment disputes will not occur, it believes that where such disputes do arise, it is in the mutual interest of everyone involved to handle them pursuant to binding arbitration, which generally resolves disputes quicker than court litigation and with a minimum of disturbance to all parties involved. By entering into this Arbitration of Disputes Agreement, the Company and the undersigned Employee are **waiving the right to a jury trial** for all employment-related disputes.

The Company and the undersigned employee hereby agree that any dispute with any party (including the Company's affiliates, successors, predecessors, contractors, employees and agents) that may arise from the employee's employment with the Company or the termination of the employee's employment with the Company must be submitted for resolution by mandatory, binding arbitration. The arbitration requirement applies to all statutory, contractual and/or common law claims arising from employment with the Company including, but not limited to, claims arising under Title VII of the Civil Rights Action of 1964; the Age Discrimination in Employment Act; the Equal Pay Act of 1963; the California Fair Employment and Housing Act; California Labor Code sections 200, et seq., 970, and 1050, et seq.; the Fair Labor Standards Act; and the Americans with Disabilities Act. Both the Company and the employee shall be precluded from bringing or raising in court or another forum any dispute that was or could have been submitted to binding arbitration. This arbitration requirement **does not** apply to claims for workers' compensation benefits, unemployment claims, benefit claims that culminate in another arbitration process, claims arising under the National Labor Relations Act, claims arising under ERISA (29 U.S.C. §§ 1001, et seq.), administrative charges alleging violations of federal and state laws prohibiting discrimination, harassment and retaliation, or provisional remedies under California Code of Civil Procedure section 12818. This arbitration requirement also **does not** apply to claims of rights of either Gracenote or the undersigned employee involving the intellectual property rights of either of them, of rights that arise under the Constitution of the United States, or of the right to exercise freedom of religion, provided that the Company and the employee agree that any dispute involving these rights (including patent and copyright disputes), shall be filed in the appropriate federal or state court in Alameda County, California (Oakland), which shall have exclusive jurisdiction to hear and adjudicate the dispute.

Binding arbitration under this Agreement shall be conducted in Alameda County in accordance with the California Arbitration Act, Code of Civil Procedure sections 1280, et seq. The arbitration shall be conducted before a neutral arbitrator selected by both parties in accordance with Section 1281.6 from (1) the American Arbitration Association Labor and Employment Panel; (2) Judicial Arbitration and Mediation Services, Inc. ("JAMS"); or (3) Action Dispute Resolution Services ("ADR"). Where required by law, the Company shall pay all additional costs peculiar to the arbitration to the extent such costs would not otherwise be incurred in a court proceeding (for instance, the Company will, if required, pay the arbitrator's fees to the extent it exceeds Court filing fees). **Each party shall pay its own costs and attorneys' fees; however, the arbitrator may award costs and attorneys' fees to the prevailing party to the extent permitted by law.** The parties will be permitted to conduct discovery as provided by Section 1283.05. The arbitrator shall, within thirty days after the conclusion of the arbitration, issue a written opinion setting forth the factual and legal findings and conclusions on which his or her decision is based.

DATE: 10/12/2015


Employee

DATE: _____

On behalf of the Company